

A G R E E M E N T

THIS AGREEMENT, entered into this 9 day of July, 1974, by and between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called "State", PIMA COUNTY, ARIZONA, acting by and through its Board of Supervisors, hereinafter called "County", and NEW PUEBLO DEVELOPMENT, INC., an Arizona company hereinafter called "Company",

WITNESSETH:

That State has a Drainage Easement for the protection of Interstate Highway 19 (Nogales - Tucson Highway) over lands shown on the attached plat marked Exhibit "A" and described in Exhibit "B" attached hereto and made a part hereof, which Company desires to develop for mobile homes, and

That as part of said development, Company has designed a drainage plan which it believes will eliminate the need for said drainage easement, and

That Company has requested that State relinquish said drainage easement in as much as Company desires to include the area of said drainage easement in its mobile home development.

THEREFORE, the parties hereto covenant and agree as follows:

1. Company shall obtain permits from State and County with which to perform the work required to implement the aforesaid drainage plan and further agree that said drainage and dyke easement shall not be altered until Canoa Street is constructed in accordance with approved plans.

2. Company shall perform or cause to be performed the required work in accordance with said drainage plan and shall be fully and solely responsible for construction and maintenance of said plan and for the protection of the roadway of said Interstate Highway 19 until such time as the Company constructs Canoa Street in Green Valley Mobile Estates of record in the Pima County, Arizona Recorder's Office in Book 22, page 12 of Maps and Plats thereof, in accordance with plans now on file in the office of the Pima County Engineer.

3. Upon completion of the construction of said drainage plan, Company shall have County inspect same and upon obtaining County's approval and acceptance submit to State a letter in evidence of said approval and acceptance.

4. Upon receipt of said letter, State shall initiate procedures that will result in abandoning said drainage easement to County who in turn shall abandon as indicated below.

5. Upon abandonment by State of said drainage easement, County shall assume responsibility for maintenance of that part of said drainage easement that is needed for the drainage features of Company's mobile home development and shall abandon to Company such part of said drainage easement that is not needed for said drainage plan.

Original approved by  
Stanley Goodfart  
10/30/74

6. Company, during the period from the beginning of construction to the acceptance of said drainage plan by County, and thereafter the County, further agrees to indemnify and save harmless the State from all liability however arising to any and all persons whomsoever, whether for personal injuries or otherwise and from any claim of any person of damage to or loss of property by reason of development, use and maintenance of the aforementioned drainage plan or by reason of anything done or permitted to be done or omitted to be done by the Company and the County in and about the area of the aforementioned drainage easement.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year first above written.

NEW PUEBLO DEVELOPMENT, INC.

STATE OF ARIZONA

By Lawrence W. Rust  
Title Vice Pres & Secy

\_\_\_\_\_  
Director, Department  
of Transportation

PIMA COUNTY, ARIZONA

By E. S. Dallen BOARD OF SUPERVISORS  
Title CHAIRMAN PIMA COUNTY ARIZONA

STATE OF ARIZONA                    )  
COUNTY OF MARICOPA                ) ss.

On this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before  
me, \_\_\_\_\_, the undersigned Notary Public, personally appeared \_\_\_\_\_,

Director, Department of Transportation, known to me  
(or satisfactorily proven) to be the person whose name is  
subscribed to the within instrument and acknowledged that he executed  
the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

My Commission expires:

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF Arizona                    )  
COUNTY OF Pima                    ) ss.

On this the 9th day of July 1974, before me,

W. E. Landru, the undersigned officer, personally  
appeared Lawrence W. Rust, Vice Pres. & Secy of the New Pueblo Development, Inc.

\_\_\_\_\_, known to me (or satisfactorily proven) to be  
the person described in the foregoing instrument, and acknowledged that  
he executed the same in the capacity therein stated and for the purposes  
therein contained.



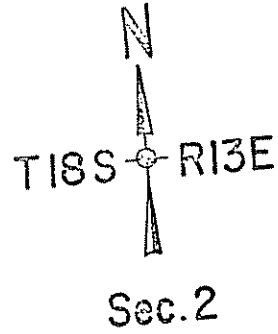
EXHIBIT "B"

That portion of the San Ignacio de la Canoa Private Land Grant and the North half ( $N\frac{1}{2}$ ) of Section 2, Township 18 South, Range 13 East, County of Pima, Arizona, described as follows, to-wit:

A strip of land 100 feet in width, lying 50 feet on each side of the following described centerline:

Beginning at a point 80 feet left of Highway Engineers Station 2233+30; thence extending in a northwesterly direction to a point 624.80 feet left of Highway Engineers Station 2259+70.

EXCEPT, that portion lying within present State Highway Interstate 19.



GREEN

VALLEY

MOBILE

ESTATES

GREEN

VALLEY

FARMS

VALLEY

VISTA

New 6 - 10' x 8' Box Culv.

San Ignacio De La Canea Land Grant

New 4 - 10' x 6' Box Culv.

Ed. 18" x 18" x 8" Stone  
Marked SIDL.G.

Exist Drainage Easement

Lot 3

New R/W I-19

Approx Mid-Section Line

Exist E US 89-93

As Built  
POT Sta. 2255+01.04

Exist R/W

2235

2240

2245

2250

2260

Township 1 N. 2

Highway : Nogales - Tucson  
Project : I-19 - I(12) 43

Area Requested To Be Abandoned

North Boundary Of  
Land Grant

Rec. Mar. 28 Bk. 16 Pg. 81

Exhibit "A" For Agreement With  
New Pueblo Dev, Inc. & Pima Co.